

Author Terms

Effective as of May 1, 2023

These Author Terms (the “Author Terms”) govern your use of the Synctum platform as an Author, and you agree to comply with them upon signing up for an author account. These Author Terms provide specific details regarding the use of the Synctum platform that are relevant to authors and are incorporated by reference into our general [Terms of Use](#) that govern your use of our Services. Any capitalized terms that are not defined within these Author Terms are defined in the Terms of Use.

By becoming an Author on the Synctum platform, you are entering into a contractual agreement with Synctum which are operated by Synctum which is operated by Synctum Inc and its affiliates (collectively, “we”, “Synctum”), regardless of whether payments are facilitated by another Synctum subsidiary.

1. Author Liability

As an esteemed Author on the Synctum platform, you bear complete responsibility for all the content you share and upload. This includes an extensive range of materials such as lectures, coding exercises, practice tests, assignments, valuable resources, comprehensive answers, captivating course landing page content, effective assessments, important announcements, life events that impact your teachings, and all forms of communication with users. Your commitment to the quality and relevance of the content you provide plays a crucial role in enhancing the learning experience for users across the platform.

By submitting your content, you guarantee and affirm the following:

1. **Accurate Account Information:** You will maintain accurate and up-to-date account information on the platform.
2. **Intellectual Property Rights:** Your Submitted Content will not violate or misappropriate any third party's intellectual property rights. You must ensure that you have the necessary rights or permissions to use any copyrighted material in your content.
3. **Quality Standards:** You will maintain the quality of your services and content in line with industry standards and instructional services in general.
4. **Ownership and Authorization:** You own or have acquired the appropriate licenses, rights, consents, permissions, and authority to allow Synctum to use your Submitted Content as outlined in the Author Terms and the platform's Terms of Use.

5. **Qualifications and Expertise:** You possess the required qualifications, credentials, and expertise (including education, training, knowledge, and skill sets) to effectively teach and offer the services presented through your Submitted Content.

In addition to the above, you agree not to:

1. **Inappropriate Content:** Posting or providing any content or information that is inappropriate, offensive, racist, hateful, sexist, pornographic, false, misleading, incorrect, infringing, defamatory, or libelous is strictly prohibited.
2. **Unsolicited Communication:** Sending any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, or any other form of solicitation (commercial or otherwise) to Synctum platform users is not allowed.
3. **Impersonation:** You must not pretend to be someone else or access another user's account without proper permission.
4. **Interference with Other Authors:** Preventing other authors from providing their services or content on the platform is prohibited.
5. **Unapproved Usage:** Using the platform for any purpose other than providing tutoring, teaching, and instructional services to users is not allowed.
6. **Copyright Infringement:** Engaging in any activity that requires Synctum to obtain licenses or pay royalties to a third party, including the public performance of a musical work or sound recording, is not permitted.
7. **Platform Manipulation:** Attempting to frame or embed the platform, or otherwise bypass its functions, is prohibited.
8. **Misuse of Resources:** Misusing Synctum's resources, including its support services, is not allowed.

By adhering to these guidelines and terms, you can ensure a positive and compliant experience as an Author on the Synctum platform.

2. License for Synctum

You grant Synctum the rights described in the Terms of Use to use, sell, and distribute your Submitted Content. This includes the right to:

- add captions or make other modifications to your Submitted Content to ensure accessibility;
- sublicense these rights to your Submitted Content to third parties, including users directly and through third parties such as distributors, partner sites, and paid advertising on third-party platforms.

You have the right to remove all or any part of your Submitted Content from the Services at any time, unless otherwise specified (including within our [Promotion Policy](#)).

Synctum's right to sublicense the rights described in this section expires for new users 60 days after the removal of the Submitted Content, unless otherwise specified.

However, the rights granted to users before the removal of the Submitted Content continue in accordance with the terms of those licenses (including any provision of lifetime access), and Synctum's right to use such Submitted Content for marketing purposes remains in effect after the termination.

We may record and use all or any part of your Submitted Content for quality control, marketing, promotion, demonstration, or operation of the Services.

You grant Synctum permission to use your name, voice, and image in connection with the offering, delivery, marketing, promotion, demonstration, and sale of the Services, your Submitted Content, or Synctum content, and you waive any rights to privacy, publicity, or other similar rights to the extent permitted by applicable law.

3. Trust and Safety Policy

3.1 Trust and Safety Policies

By joining as an Author on the Synctum platform, you commit to adhering to Synctum's Trust and Safety policy, as well as the policy on restricted topics and other content quality standards or guidelines set forth by Synctum. It is essential to review these policies.

Furthermore, you acknowledge that your use of the Services is subject to Synctum's approval, which may be granted or declined at the discretion of Synctum.

We reserve the right to remove content, suspend payments, and/or block authors for any reason at any time without prior notice, including in cases where:

- The author or content does not comply with our rules or legal terms (including our [Terms of Use](#) and Author Terms).
- The content does not meet our quality standards or has a negative impact on the user experience.
- The author's behavior may reflect poorly on Synctum or lead to public disrepute, scandal, or mockery.
- The author uses the services of a marketer or other business partner who violates Synctum's rules.
- The author uses the Services in a way that constitutes unfair competition, violating Synctum's policy; or
- as determined by Synctum in its discretion.

3.2 Co-Authors and Assistants

The Synctum platform permits you to designate other users as co-authors or teaching assistants for content you have submitted, and you must follow our [Co-Authors Rules and Guidelines](#) when doing so. By designating a co-author or teaching assistant, you acknowledge that you are granting them permission to take certain actions that may affect your Synctum account and Submitted Content. Any violations of Synctum's terms and policies by your co-author or teaching assistant may also impact your account and Submitted Content. Synctum is unable to offer advice or mediate disputes between you and co-authors or assistants. If your co-authors are entitled to a share of revenue, their portion will be paid out of your earned revenue share based on the ratios specified at your course settings page at the time of purchase.

3.3 Relationship to users

As an author using the Synctum platform, you will not establish a direct contractual agreement with your users. The information you receive about your users is limited to what is provided to you through the Services. Your usage of this information must be exclusively for the purpose of providing your services to your users on the Synctum platform. Processing users' personal data (collecting, copying, storing, sharing, distributing, etc.) outside the Synctum platform or collecting additional personal data is strictly prohibited. Additionally, you agree to indemnify Synctum against any claims that may arise as a result of your processing of users' personal data.

3.4 Anti-Piracy Measures

We take measures to safeguard your content against unauthorized use and collaborate with anti-piracy vendors. To enable this protection, you hereby designate Synctum and our anti-piracy vendors as your agents to enforce copyrights for each of your content, through notice and takedown processes (under applicable copyright laws) and other efforts to enforce those rights. You grant Synctum and our anti-piracy vendors primary authority to submit notices on your behalf to enforce your copyright interests.

You acknowledge that Synctum and our anti-piracy vendors will maintain the above rights unless you withdraw them by sending an email to piracy@synctum.com with the subject: "Withdraw Anti-Piracy Protection Rights" from the email address linked to your account. Any withdrawal of rights will be valid 48 hours after we receive it.

4. Price

4.1 Taxes on transactions

If a user buys a product or service in a location where Synctum is obligated to remit national, state, or local sales or use taxes, as well as value-added taxes (VAT) or other comparable transaction taxes (the "Transaction Taxes"), under applicable law, we will gather and remit these Transaction Taxes to the appropriate tax authorities for those transactions. We may, at our discretion, increase the sale price if we decide that such taxes are required. In the case of mobile app purchases, the mobile platform provider (such as Apple's App Store or Google Play) is responsible for collecting any applicable Transaction Taxes.

5. Revenue

When a user purchases your Submitted Content, we calculate the gross amount of the sale as the amount actually received by Synctum from the user (the "Gross Amount"). From this, we subtract any Transaction Taxes, any mobile platform fees applied to mobile provider checkout sales, a 3% service and processing fee for any non-mobile provider checkout sales, platform fee from 5.9%-19.9% (depending on your author profile status) and any amounts paid in connection with the [Promotional Programs](#) and third parties to calculate the net amount of the sale (the "Net Amount").

If you have not opted into any of Synctum's optional Promotional Programs, your revenue share will be from 80,1%-94,1% of the Net Amount less any applicable deductions, such as user refunds. If we change this payment rate, we will provide you with 30 days notice using prominent means, such as via email or by posting a notice through our Services.

Synctum processes all author payments in U.S. dollars (USD), regardless of the currency used for the sale. Synctum is not responsible for any foreign currency conversion fees, wiring fees, or other processing fees that authors may incur. The revenue report will display the sales price in USD.

5.1 Coupon Codes and Course Referral Links

On the Synctum platform, you have the option to create coupon codes and referral links to promote your Submitted Content and offer it to users at a discount, for free, or at the current price set by Synctum. However, there are limits to the use of these codes and links, and you are prohibited from selling them on third-party websites or accepting compensation in exchange for their use. Further details and restrictions regarding coupon codes and referral links are available in our [Coupon Codes and Course Referral Links Rules and Guidelines](#).

When a user uses your coupon code or referral link at checkout, a platform fee will be reduced for such purchase to 2.95%-9.95% (depending on your author profile status).

5.2 Revenue Withdrawal

To ensure timely payment, you must have an active PayPal, Payoneer, or U.S. bank account (U.S. residents only) and keep us informed of the correct email associated with your account. You must also provide any necessary identifying information or tax documentation (such as a W-9 or W-8) for payment, and agree that we may withhold appropriate taxes from your payments. Failure to provide proper information or documentation may result in withheld payments or penalties. You are responsible for any taxes on your income.

You are entitled to request a withdrawal of your revenue once per month. You can withdraw revenue only from purchases made 35 days prior to the withdrawal request date. The amount of revenue eligible to withdraw can be seen at your account page.

As an author, you must determine your eligibility to be paid by a U.S. company. We reserve the right to withhold payment in cases of fraud, intellectual property violations, or other legal violations.

5.3 Refunds

As an author on Synctum, you must acknowledge and agree that users have the right to receive a refund as stated in the platform's Terms of Use. Please note that in the event that a refund is granted, you will not receive any revenue from the transaction.

Furthermore, if a user requests a refund after you have already received payment, Synctum reserves the right to either (1) deduct the refund amount from your next payment or (2) require you to refund the refunded amount for the user if there are no more payments due or the payments are not enough to cover the refund amount.

6. Delete Author Account

Instructions on how to delete your author account are available at [Delete Author Account Guidelines](#). We'll use commercially reasonable efforts to make any remaining scheduled payments that are owed to you before deleting your account. You understand that if users have previously enrolled in your Submitted Content, your name and that Submitted Content may remain accessible to those users after your account is deleted. If you need help or encounter difficulty deleting your account, you can contact us via our Support Team.

7. Trademark

As an author on Synctum, you may use our trademark in accordance with the following requirements:

- Only use the trademark images we make available to you, as outlined in any guidelines we may provide.
- Use our trademarks only to promote and sell your Submitted Content or your participation on Synctum.
- Cease using our trademarks immediately if we ask you to do so.

You must not:

- Use our trademarks in a way that is misleading or negative.
 - Use our trademarks to imply that we endorse or sponsor your Submitted Content or services.
 - Use our trademarks in connection with obscene, indecent, or unlawful content or topics that violate applicable law.
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8. Other Legal Terms

8.1 Updating These Terms

Occasionally, we may update the Author Terms to elucidate our practices or to mirror new or diverse practices (such as when we introduce new features), and Synctum reserves the right in its exclusive discretion to modify and/or make changes to the Author Terms at any time. If we make any significant alteration, we will notify you using conspicuous means such as by email notice dispatched to the email address specified in your account or by posting a notice through our Services. Amendments will become effective on the day they are posted unless stated otherwise.

Your continued use of our Services after changes become effective shall mean that you accept those changes. Any revised Author Terms shall supersede all prior Author Terms.

8.2 Translations

Any version of these Terms in a language other than English is provided for convenience and you acknowledge and agree that the English language will govern if there is any conflict.

8.3 Relationship Between Us

Nothing in the Author Terms shall be construed to create an association, trust, joint venture, partnership, employment or agency relationship between the author and us or to impose a trust or partnership obligation or liability upon author or us.

8.4 Survival

The following sections shall endure the expiration or termination of the Author Terms: 2. License to Synctum, 3.3. Relationship to Users, 5.2 Revenue Withdrawals, 5.3 Refunds, 6. Deleting Author Account, 8. Other Legal Terms.

9. Contact Us

The most effective way to reach us is to contact our Support Team. We would appreciate hearing your inquiries, apprehensions, and feedback regarding our Services.